PROVIDENCE CITY COUNCIL MEETING AGENDA
July 12, 2016
Providence City Office Building, 15 South Main, Providence UT

The Providence City Council will begin discussing the following agenda items at 6:00 p.m. Anyone interested is invited to attend.

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Pledge of Allegiance:

Approval of the minutes
Item No. 1. The Providence City Council will consider approval of the minutes of June 14, 2016 City Council meeting.
Item No. 2. The Providence City Council will consider approval of the minutes of June 28, 2016 City Council meeting.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Business Items:
Item No. 1. Order of the Providence City Council: The Providence City Council will consider an Order restricting the use of fireworks in certain areas of the City.
Item No. 2. Ordinance 2016-016. The Providence City Council will consider for adoption an ordinance amending Providence City Code Title 10 Zoning Regulations, Chapter 6 Use Regulations, Section 1 Use Chart including but not limited to adding the words "counter top or" before the words "cabinet shop" in Item H. Industry and Manufacturing, Use 3.
Item No. 3. Discussion: The Providence City Council will discuss options for a future culinary water reservoir.
Item No.4. Resolution 033-2016: The Providence City Council will consider for adoption a resolution approving the Development and Public Improvement Installation Agreement for Little Baldy Place Subdivision, a 37-lot residential subdivision located generally at 80 North Sherwood Drive.
Item No.5 . Discussion. The Providence City Council will discuss compensation for members of the Providence City Planning Commission.
Item No. 6. Discussion: The Providence City Council will discuss implementing merit increases for City employees.
Item No. 7. Discussion: The Providence City Council will discuss off-highway vehicle use and Providence City Code Title 5 Chapter 9 Off-Highway Vehicles.
Item No. 8. Discussion: The Providence City Council will discuss zoning enforcement for accessory buildings.
Item No. 9. Discussion: The Providence City Council will discuss park improvements for property located at 800 South 400 East.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

Executive Session Notice:
The Providence City Council may enter into a closed session to discuss pending or reasonably imminent litigation as allowed by Utah Code 52-4-205(1)(c).
The Providence City Council may enter into a closed session to discuss professional competence or other factors allowed by Utah Code 52-4-205(1)(a).

The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

Agenda posted the 8 day of July 2016.

Skarlet Bankhead
City Recorder

If you are disabled and/or need assistance to attend council meeting, please call 752-9441 before 5:00 p.m. on the day of the meeting.
Pursuant to Utah Code 52-4-207 Electronic Meetings – Authorization – Requirements the following notice is hereby given:

- Providence City Ordinance Modification 015-2006, adopted 11/14/2006, allows City Council member(s) to attend by teleconference.
- The anchor location for this meeting is: Providence City Office Building, 15 South Main, Providence, UT.
- Member(s) will be connected to the electronic meeting by teleconference.

PROVIDENCE CITY COUNCIL MEETING
June 14, 2016 6:00 PM
Providence City Office Building
15 South Main
Providence UT

Call to Order: Mayor Calderwood
Roll Call of City Council Members: Mayor Calderwood
Attendance: Kirk Allen, Jeff Baldwin, John Drew, Dennis Giles, Roy Sneddon
Pledge of Allegiance:

Approval of the minutes
Item No. 1. The Providence City Council will consider approval of the minutes of May 24, 2016 City Council meeting.
Motion to approve the minutes of May 24, 2016: K Allen
Second: R Sneddon
Corrections:

- Page 2 line 41: add "The Mayor acknowledged that 1,300,000 million was an accurate figure."
- Page 5 line 42: Melissa Shunn-Mitchell

Vote:

Yea: K Allen, J Baldwin, J Drew, D Giles, R Sneddon
Nay: None
Abstained: None
Excused: None

Item No. 2. The Providence City Council will consider approval of the minutes of June 7, 2016 City Council meeting.

- The June 7, 2016 minutes were not ready for approval.

Public Comments: Citizens may appear before the City Council to express their views on issues within the City's jurisdiction. Comments will be addressed to the Council. Remarks are limited to 3 minutes per person. The total time allotted to public comment is 15 minutes The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- Laura Fisher expressed concern with the traffic and noise on Canyon Road. She gave the council members pictures of a fence that had been hit, and a copy of a chart showing times that vehicle noise is excessive. She would like to see more law enforcement at different times of the day. She also expressed concern about shooting in the area.
- Annette Drew expressed concern with the use of off-road vehicles; children riding without helmets, and children driving off-road vehicles without supervision. She asked the Council to change the ordinance so off-road vehicles are not allowed on streets.
- Dr. Brian Nummer expressed concern with the justice court. He felt judges should be lawyers. He also felt the court should be more transparent.
- Bryan Cox felt the Council was doing a good job with all of the issues they have to deal with.
- Larry Anderson explained he was involved when the City enacted the OHV (off-highway vehicle) ordinance. He felt the ordinance worked when it was first in place; but is not happy with what is happening now. He felt the ordinance should stay, and there should be more law enforcement.
- J Drew felt as long as the City has the will and the means to enforce whatever our ordinances are, we should enforce them.
- K Allen explained justice court judges are not required to be attorneys.

Public Hearing(s):
Item No. 1. 6:00 p.m. Proposed Budget for Fiscal Year Ending 06/30/2017: The Providence City Council is holding a public hearing to consider the proposed Budgets for all funds (General Fund, Capital Project Fund, Water Fund, Sewer Fund, Storm Water Fund) for Fiscal Year Ending 06/30/2017.
Motion to open the public hearing for the proposed budget for fiscal year ending 06/30/2017: K Allen
Second: J Baldwin

Vote:

Yea: K Allen, J Baldwin, J Drew, D Giles, R Sneddon
Nay: None
Abstained: None
Excused: None

- Skarlet Bankhead reviewed the proposed budget. She reported she received the certified tax rate information from the County. She explained that even though the certified tax rate is lower than last year, because of growth, the City can anticipate more property tax revenue. It was also explained that each year the City does not maintain or increase the certified tax rate, property owners in Providence are getting a property tax decrease on the City's portion of their property tax. It was suggested the Council consider a small tax increase each year to keep the certified tax rate consistent.
- Employee benefits were discussed. S Bankhead explained an employee's individual insurance premium amounts are not a matter of public record. However, the total of the insurance premiums for each employee are public information.
- L Fisher felt there should be more money for law enforcement to help with the ATV situation.
- Steve Jenson asked about impact fees.
    - Impact fees were discussed. It was explained that the impact fees are based on level of service and capacity. They cannot be used to increase the level of service. They can be used to increase capacity. Impact fees cannot be used for operation and maintenance. It was also explained that impact fees are governed by state code and that anyone preparing an impact fee analysis must certify the analysis has met state code requirements.
- S Jenson asked how projects are added to the budget and how a citizen can have more input in the budget.
    - It was explained the Council can transfer money from the General Fund to the Capital Project Fund to save money for large projects.
    - It was explained that some budget adjustments require public hearings and people are encouraged to attend. If someone would like to see a specific project included in the budget, they can talk to the Mayor and Council, or send a written request.

Mayor Calderwood closed the public hearing.

Business Items:

Item No. 1. Resolution 027-2016: The Providence City Council will consider for adoption a resolution adopting a certified tax rate of 0.001351 for Tax Year 2016.

Motion to approve Resolution 027-2016: J Baldwin,
Second: R Sneddon

- Brief discussion that this rate is lower than last year and that the City needs to make sure we don't short change ourselves or the citizens of the City.

Vote:

Yea: K Allen, J Baldwin, J Drew, D Giles, R Sneddon
Nay: None
Abstained: None
Excused: None

Item No. 2. Resolution 028-2016: The Providence City Council will consider for adoption resolution approving the proposed Budgets for all funds (General Fund, Capital Project Fund, Water Fund, Sewer Fund, Storm Water Fund) for Fiscal Year Ending 06/30/2017.

Motion to approve Resolution 028-2016: K Allen
Second: J Baldwin

- Employee increases were discussed. Merit increases, rather than cost-of-living increases, were discussed.
    - J Baldwin felt increases should be based on merit. If people are doing a good job, they should be rewarded.
    - J Drew asked about an increase for an average employee. How would we reward an average employee?
    - K Allen felt merit increases could be complicated. He felt the evaluation had to be researched and planned to avoid discrimination.

- R Sneddon compared the cost of living increase to the certified tax rate discussion. If rates are not increased for inflation, it is a similar decrease.

Substitute motion to approve the 2017 budget as outlined with the exception that the 3% increase be allocated as a portion for cost-of-living and the rest be based on merit; how the 3% is allocated is yet to be determined: J Baldwin

Second: J Drew

Vote:

Yea: J Baldwin, J Drew, D Giles, R Sneddon

Nay: None

Abstained: K Allen

Excused: None

Item No. 3. Resolution 029-2016: The Providence City Council will consider for adoption a resolution accepting the quote from Musco Lighting for assembled pole top luminaire assemblies and fixtures for the middle baseball field at Zollinger Park and light structures and assembled luminaries for the tennis courts at Zollinger Park.

Motion to approve Resolution 029-2016: J Baldwin

Second: K Allen

- The lighting project was discussed. It was explained because the lights will allow for longer playing time, more games can be played, which increases capacity. Because capacity is being increased, this project is using impact fees.
- This resolution is for part of the project; approving $38,057 for the tennis court light assemblies and $75,871 for the baseball field assemblies. The total cost of the project is estimated at $260,000.

Vote:

Yea: K Allen, J Baldwin, J Drew, D Giles,

Nay: R Sneddon

Abstained: None

Excused: None

The Council moved to Item No. 5.

Item No. 5. Ordinance No. 014-2016: The Providence City Council will consider for adoption an ordinance changing the zone of Parcel No. 02-098-0044 located generally at 160 South 100 East, from Single-Family Traditional (SFT) to Multi-Family High (MFH). The Planning Commission has recommended the parcel remain in the SFT zone.

Motion to approve Ordinance No. 014-2016: K Allen

Second: no second

Mayor Calderwood explained without a second there would be no action.

Item No. 4. Discussion: The Providence City Council will discuss off-highway vehicle use and Providence City Code Title 5 Chapter 9 Off-Highway Vehicles.

- Audience participation in the use of off-highway vehicles on city streets discussion.
  - Richard Eames would like to see law enforcement issue tickets.
  - Paula Anderson did not feel removing the ordinance would solve the problem. She felt people that are breaking the law now will continue to break the law. She felt if word got out that people would receive tickets from law enforcement, people would follow the policy. She felt removing the ordinance punished the people that are currently obeying the law.
  - Jan Arnell stated she loved to see people enjoy ATVs and the Canyon.
  - Annette Drew was very concerned with safety. She felt the ordinance should be removed because people just aren't using the vehicles safely. It is just too dangerous.
  - Laura Fisher felt noise was a bigger problem than the speed. She also felt enforcing the laws would make a difference.
  - Robert Buckley felt the problem was the "rowdies", and the current laws need to be enforced.
- Council discussion.
  - K Allen reported Mendon and Millville have the same ordinance as ours. He was not able to find the ordinances for Hyrum and Smithfield. He felt private property should be signed no trespassing. He felt it was a matter of enforcement.
  - J Baldwin agreed with K Allen. He suggested talking to the Sheriff and modifying hours to be

present when violations are occurring.

- J Drew felt the helmet laws needed to be enforced. He felt, if given direction from the City, the Sheriff Department would enforce the ordinances.
- D Giles reported he has seen many off-road vehicles on the roads. He felt more enforcement was needed.
- Mayor Calderwood closed the discussion and said it would be on future agendas.

Bill Bertolio felt he should have a right to discuss Item No. 5 to see if he could change the minds of the council members.

Motion to reconsider Ordinance No 014-2016: R Sneddon

Second: There was no second.

Staff Reports: Items presented by Providence City Staff will be presented as information only.

- S Bankhead explained before residents can connect to secondary water in the Hampshire Subdivision, the City needs to have an ordinance in place for secondary water use. She asked the Council if they wanted her to pursue secondary water discussions with Spring Creek Water Company in the area of Edgewood Drive. Council felt discussions should be held.

Council Reports: Items presented by the City Council members will be presented as informational only; no formal action will be taken. The City Council may act on an item, if it arose subsequent to the posting of this agenda and the City Council determines that an emergency exists.

- J Drew reported the Planning Commission is working on the general plan. The general plan serves as a guide for prospective business. He also felt the City needs an economic development plan.
- R Sneddon reported he would like to see alternate costs for a building. He did not want to go on hearsay.
- K Allen reported he and S Bankhead are working on city maps with overlays for transportation, zoning, water zones, etc.
- J Baldwin volunteered to put together a proposal for performance evaluations and merit increases. He also asked about the field lights at the softball field. S Bankhead will have an electrician evaluate the lights.
- Mayor Calderwood reported the 200 West property that has been involved in clean-up will be reviewed in August. He asked the Council to look at the property.

Executive Session Notice:

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The Providence City Council may enter into a closed session to discuss professional competence or other factors allowed by Utah Code 52-4-205(1)(a).

The Providence City Council may enter into a closed session to discuss land acquisition or the sale of real property Utah Code 52-4-205(1) (d) and (e).

The Council did not enter into executive session.

Motion to adjourn: J Baldwin

Second: J Drew

Vote:

Yea: K Allen, J Baldwin, J Drew, D Giles, R Sneddon

Nay: None

Abstained: None

Excused: None

Minutes taken by Ann Marie Hicken, prepared by S Bankhead.

Don W Calderwood, Mayor

Skarlet Bankhead, City Recorder

Providence City

15 South Main Street
Providence, UT 84332
(435) 752-9441 • Fax: (435)753-1586
www.providencecity.com

ORDER OF THE PROVIDENCE CITY COUNCIL
07/12/2016
FIREWORKS RESTRICTIONS

Due to current and forecasted weather conditions coupled with extremely dry conditions and heavy loading of vegetation, it is determined by the Providence City Council that hazardous environmental conditions necessitate controlled use of fireworks.

THEREFORE, under the authority of the Providence City Code Title 9, Chapter 6 Fire Code, Section 6, and in accordance with State Code, the Providence City Council hereby orders that the use, igniting, or displaying of fireworks of any type defined in Utah Code Ann. §53-7-202 is prohibited in the following areas:

1. The Wildland Urban Interface Area which has been defined as:

   Beginning at approximately 450 North 300 East, all properties north of 450 North and east of 300 East continuing south to 100 South, all properties south of 100 South and east of Main Street continuing south to 500 South, all properties south of 500 South, continuing west to Meadow Lane, all properties west of Meadow Lane, continuing north to 300 South, then all properties west of Garden Drive continuing north to Golf Course Rd, all properties north of Golf Course Road, continuing east to 100 West, all properties west of 100 West continuing north to Spring Creek Parkway, all properties north of Spring Creek Parkway continuing east to approximately 450 North 300 East. (See the attached map – fireworks are prohibited in all areas outside of the red line).

2. Any mountainous, brush-covered, or forested areas not defined above.

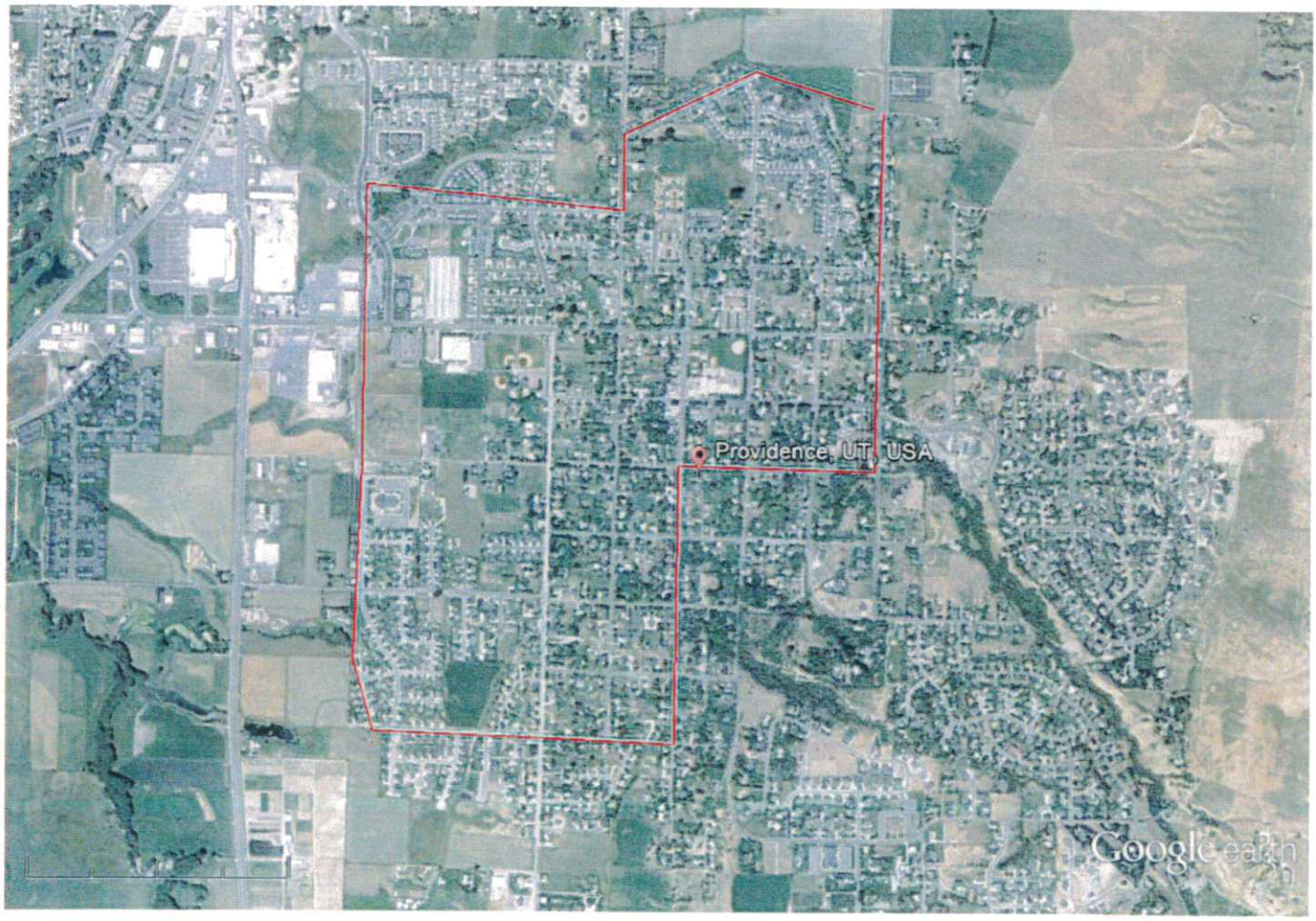
3. Any undeveloped wildland or land being used for agricultural purposes.

This order shall be in effect for the period of July 15, 2014 to July 31, 2014.
Violators of this order are subject to criminal prosecution pursuant to Providence City Code 9-6-5.

Order adopted this 12 day of July, 2016 by the Providence City Council.

_____
Don W. Calderwood, Mayor

Attest: _____
Skarlet Bankhead, City Recorder



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Ordinance No. 2016-016

AN ORDINANCE AMENDING PROVIDENCE CITY CODE TITLE 10 ZONING REGULATIONS, CHAPTER 6 USE REGULATIONS, SECTION 1 USE CHART INCLUDING BUT NOT LIMITED TO ADDING THE WORDS "COUNTER TOP OR" BEFORE THE WORDS "CABINET SHOP" IN ITEM H. INDUSTRY AND MANUFACTURING, USE 3.

WHEREAS UCA § 10-9a-102.(2) states ". . . municipalities my enact all ordinances, resolutions, and rules and may enter into other forms of land use controls . . ." and

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

- Providence City staff prepared the attached code amendment.
- Planning Commission studied the proposed amendment and held a public hearing, on May 25, 2016, prior to making a recommendation.
- The Planning Commission considered the following:

FINDINGS OF FACT:

1. Providence City Code (PCC) 10-1-5:A. states changes and amendments to this Zoning Title shall be done in accordance with state law.
2. UCA § 10-9a-102 Purposes -- General land use authority.
   (1) The purposes of this chapter are to provide for the health, safety, and welfare, and promote the prosperity, improve the morals, peace and good order, comfort, convenience, and aesthetics of each municipality and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values.
   (2) To accomplish the purposes of this chapter, municipalities may enact all ordinances, resolutions, and rules and may enter into other forms of land use controls and development agreements that they consider necessary or appropriate for the use and development of land within the municipality, including ordinances, resolutions, rules, restrictive covenants, easements, and development agreements governing uses, density, open spaces, structures, buildings, energy efficiency, light and air, air quality, transportation and public or alternative transportation, infrastructure, street and building orientation and width requirements, public facilities, fundamental fairness in land use regulation, considerations of surrounding land uses and the balance of the foregoing purposes with a landowner's private property interests, height and location of vegetation, trees, and landscaping, unless expressly prohibited by law.
3. UCA § 10-9a-501 states the legislative body may enact land use ordinances and a zoning map consistent with the purposes set forth in in this chapter.
4. UCA § 10-9a-502 Requires the planning commission provide notice and hold a public hearing on a proposed land use ordinance or zoning map; and prepare and recommend to the legislative body a proposed land use ordinance and zoning map that represent the planning commission's recommendation.
5. UCA 10-9a-503.(1) The legislative body may amend: (b) any regulation of or within the zoning district; or (c) any other provision of a land use ordinance.

CONCLUSIONS OF LAW:

1. The proposed code amendment has been processed consistent with the above Findings of Fact.
2. The Planning Commission held a public hearing on May 25, 2016.
3. The attached code amendment represents the Planning Commission's recommendation.

CONDITIONS:

1. That the proposed code amendment continue to be processed in accordance with state and city codes, rules, and regulations.

- Providence City Planning Commission took the following action on June 22, 2016:
  Motion to recommend the City Council approve the proposed amendment amending Providence City Code Title 10 Zoning Regulations, Chapter 6 Use Regulations, Section 1 Use Chart including but not limited to adding the words "Counter Top Or" before the words "Cabinet Shop" In Item H. Industry And Manufacturing, Use 3: Rowan Cecil, second: John Parker
  Vote: Yea: Rowan Cecil, Michael Harbin, John Parker, Larry Raymond, Wendy Simmons
  Nay: None
  Abstained: None
  Excused: Robert James

THEREFORE be it ordained by the Providence City Council

- The attached code amendment shall be approved based on the findings of fact, conclusions of law, and conditions listed above and the recommendation of the Providence City Planning Commission.
- This ordinance shall become effective immediately upon passage and posting.

Ordinance adopted by vote of the Providence City Council this 12 day of July 2016.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Baldwin, Jeff	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Drew, John	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Signed by Mayor Don W Calderwood this day of July 2016.

Providence City

_____

Don W. Calderwood, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

CHAPTER 6

USE REGULATIONS

SECTION:
10-6-1: Use Chart
10-6-2: Classification of New and Unlisted Uses

10-6-1: **USE CHART:** Land and buildings in each of the zoning districts may continue to be used, but no land shall herein after be used, and no building or structure shall hereinafter be erected, altered or converted which is arranged, designed or used for other than those uses specified for the district in which it is located as set forth by the following use chart and indicated by:

P = permitted use
C = conditional use permit required
X = special review required
I = Allowed only as a conditional use when incidental to a retail business with more than 15,000 square feet of floor area and:

- incidental to a single use (i.e.: a bank is incidental to retail business, not multiple businesses); and
- a department store, grocery store, health fitness center, or other retail business may have more than one incidental use associated with it; and
- the combined total of all incidental uses associated with a building may not exceed 12% of the gross square footage of the building or 6,000 sq ft whichever is less (administrative offices, restrooms, storage areas, and other enmities necessary for the operation of the retail business are not considered incidental uses) ; and
- cannot be a stand-alone building (an unoccupied drive through structure(s) and/or fueling pads will be counted as part of the 12% but not included in the 6,000 sq ft cap of the incidental use); and
- must share the same public entrance(s); and
- a permitted business is not considered an incidental use; and
- incidental use must have its own business license unless owned and operated by the primary retail business.

= not permitted (absence of symbol)

If a use is not specifically designated, it is prohibited.

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
A.	**Residential Uses**															
1	Single family, detached	P	P	P	P	P	P	P	P	P					P	
2	Single family, attached					P	P	P		P	P	P			P	
3	Dwelling, two family									P	P	P			P	
4	Dwelling, three family									P	P	P			P	
5	Dwelling, four family									P	P	P			P	
6	Dwelling, multi-family											P			P	
7	Manufactured/modular	P	P	P	P	P	P	P	P	P	P	P			P	
8	Mobile/trailer home								P							
9	Secondary residential structure (OM 005-2005 01/13/04)	C	C	C	C											
10	Cluster development			C	C	C	C	C	C	C	C	C			C	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
11	Inner block development		C	C	C										C	
12	Planned Unit Development	~~C~~	C	C	C	C		C	C	C	P	P			C	
13	Bed & Breakfast	C	C	C	C	C							C		C	
14	Hotel/motel											C	C		C	
15	Lodging house									C	C	C	C		C	
16	Residence for persons with disabilities		P	P	P	P	P	P	P	P	P	P			C	
17	Residential facility for the aged		P	P	P	P	P	P	P	P	P	P			C	
B.	**Accessory/Incidental Uses**															
1	Accessory building	P	P	P	P	P	P	P		P	P	P	P	P	P	
2	Accessory dwelling unit	~~C~~	~~C~~		~~C~~	~~C~~	~~C~~								P	
3	Accessory farm building	P	P	P	P	P										
4	Off street parking incidental to main use	P	P	P	P	P	P	P		P	P	P	P	P	P	
5	Private swimming pool	P	P	P	P	P	P	P		P	P	P	P		P	
C.	**Governmental/Institutional/Special Services**															
1	Church	P	P	P	P	P	P	P	P	P	P	P				
2	Ministers, rabbis, priests, and other similar ordained religious work	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^				
3	Community center	P	P	P	P	P	P	P	P	P	P	P	P			
4	Day care nursery	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	C	
5	Preschool	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^			C	
6	Public Park	~~P~~	P	P	P	P	P	P	P	P	P	P			P	P
	Private Lessons / public facility															C
7	Public School (OM 020-2004)	P	P	P	P	P	P	P	P	P	P	P				
8	Public building	P	P	P	P	P	P	P	P	P	P	P	P		P	P
D.	**Utility and Related Service**															
1	Electric substation	C	C													
2	Electric power plant	C														
3	Fire station	P	P	P	P	P	P	P	P	P	P	P				
4	Gas meter station	P	P	P	P	P	P	P	P	P	P	P				
5	Irrigation supply	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
6	Utility distribution lines	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
7	Radio/TV/cellular tower	P											C			C
8	Sewage/water pumping station	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
9	Telephone utilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
10	Public utilities, other	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
11	Utility shop, storage and bldgs	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
12	Water treatment plant	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
13	Water well reservoir or storage tank	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
E.	**Professional Services**															
1	Business office, medium impact	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^			P	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
2	Business office, low impact	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^			P	
3	Business office, general												P	I or C*	P	
4	Clinic, dental												P	I or C*	P	
5	Clinic, medical												P	I or C*	P	
6	Clinical Social Worker												P	I or C*	P	
7	Office for single physician, dentist, or chiropractor	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
8	Licensed professional	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
9	Mortuary	C^	C^	~~C^~~					C^	C^	C^	C^	P		P	
10	Optical shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
11	Pharmacy	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
12	Private school, teaching, tutoring(1 or 2 students at a time)	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
13	Private school, teaching	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P		P	
14	Studio: Art, Dance, Drama, Photography, etc (1 or 2 students at a time)	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
15	Studio: Art, Dance, Drama, Photography, etc and tutoring	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	I or C*	P	
16	Dressmakers, seamstresses, tailors, upholsters, and related occupations	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
17	Artists, artisans, craftsman, sculptors, authors, small crafts and handcrafts, and related artistic work	P^	P^	P^	P^	P^	P^	P^	C^	C^	C^	C^				
18	Veterinarian^^	C^	C^	C^					C^	C^	C^	C^	C		P	
F.	**Retail/Related Uses**															
1	Adult oriented business												C			
2	Food preparation, catering, etc	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	C
3	Bakery/Confectionery sales	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
4	Barber/beauty shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
5	Book/Stationery Store												p	p	P	
6	Computer Store												p	p	P	
7	Department store												p	p	P	
8	Florist Store												p	p	P	
9	Furniture Store												p	p	P	
10	Specialty Store/Shop	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^		P		
11	Grocery store	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	P	
12	Hardware store												p	p	P	

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
13	Home & Garden store												p	p	P	
14	Laundry/dry cleaning store												p	p	P	
15	Laundry services	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^				
16	Liquor store (OM 015-2004)												p	p	P	
17	Music Store												p	p	P	
	Paint Store												p	p	P	
18	Pet Grooming	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	P	P	P	
19	Pet Store												p	p	P	
20	Restaurant/fast food												p	p	P	
21	Shoe repair	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	P	
22	Small appliance repair	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	C^	p	p	C	
23	Variety Store												p	p	P	
24	Commercial complex												p	p	P	
25	Shopping center												p	p	P	
26	Tire sales, retail (OM 001-002, 02/27/01)												c	P		
27	Yard sales on an occasional basis	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^	P^				
G.	**Commercial/Related Uses**															
1	Auto Sales – New & Used (OM 016-2004 05/11/04)												P	P		
2	Auto Sales –Used (OM 016-2004 05/11/04)															
3	Auto wash												P	P		
4	Bank/financial												C	I or C*	P	
5	^^^Nondepository Financial Institutions												P	I or C*		
6	Building materials												P	P		
7	Dance hall															
8	Gasoline/petroleum storage (not bulk)	C	C	C	C	C							C	C		
9	Gasoline sales/service												P	P		
10	Fitness Center Commercial (Gym)												P	P	P	
11	Convenience store												P	P		
12	Night club															
13	Print shop/sales	C^	C^	C^	C^	C^	C^	C^					P	P	P	
14	Recreation/Entertainment												P	I or C*		
15	Research facilities	C^	C^	C^	C^	C^	C^	C^				P				
16	Theater												P	P	P	
17	Vehicle storage															
H.	**Industry and Manufacturing**															
1	Auto repair, ~~paint and body shop~~													C	C	
2	Paint and body shop													C		
3	Bldg maintenance & repair services												C			
4	~~Counter top or~~ Cabinet Shop															
5	Counter top shop															
6	Clothing Manufacturer															

		AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH	MFR	MFM	MFH	CGD	CHD	MXD	PUB
7	Furniture Manufacturer															
8	General contractor yard												C			
9	Landscape services															
10	Yard/lawn/snow removal maintenance	C^	C^	C^	C^	C^							C			
11	HVAC shop/sales												C			
12	Ice cream plant															
13	Lumber yard												P			
14	Paint Shop												P			
15	Welding/machine Shop												C			
16	Wholesale outlet/storage and sales												P			
17	Light Manufacturing												C			
18	Motorcycle, Snowmobile, ATV, etc repair	C^	C^	C^	C^	C^	C^	C^	C^							
I.	**Agriculture and Related Uses**															
1	Beekeeping 4 or less colonies	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^
1A	Beekeeping More than 4 colonies	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^	C^^
2	Breeding or raising animals for sale, food, pleasure, or profit	P^^	P^^	P^^	P^^	P^^										
3	Keeping dogs, cats, fish, or exotic caged birds	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	P^^	C	I	P	
4	Commercial crop production	P	P	P	P	P										
5	Dairy business	P^^	P^^	P^^												
6	Feed lot	C														
7	Gardens and orchards for home use	P	P	P	P	P	P	P	P	P	P	P			P	
8	Ranch/farm production and operation	P	P													
9	Garden and greenhouse plants and produce for wholesale or retail sales OM 007-2006 05/23/2006	C^	C^	C^	C^	C^	C^	C^	C^							
10	Gasoline/petroleum storage (not bulk)	C														

^Use is allowed as a permitted or conditional use only if it is a home business, child care business or nonconforming business that complies with Title 3, Chapter 4 of this Code, Conditional Businesses

^^Must conform to Title 5 Chapter 1of this Code, Animal Regulation and Control.

^^^Nondepository financial institutions are businesses that conduct transactions of cashing a check for consideration or extending a deferred deposit loan and shall include any other similar types of businesses licensed by the State of Utah pursuant to the check cashing and deferred deposit lending registration act. Nondepository financial institutions shall be limited by the population of all residents in Providence City. The total population figures shall be based on the US Census Bureau's annual estimates. Only one nonfinancial institution shall be allowed for a population of 0 – 7,000. and 1 per 7,000 thereafter.

*The following conditions apply to a non-sales tax generating business (NSTGB) located in the CHD zone:

1. The combined total of all NSTGB will be limited to no more than 15% of the combined existing gross leasable space (GLS) of buildings in the project area; the GLS of a building is based on the square footage of the ground floor; upper levels are not included in the combined totals for or against the 15% limitation.
2. The project area is the approved preliminary plat.
3. Incidental uses in the project area are not computed in the 15% limitation.
4. NSTGB may be in a free standing building of its own or part of a multi-tenant building with separate outside entrances for the public.

10-6-2: **CLASSIFICATION OF NEW AND UNLISTED USES**:

A. Request; Referral: Requests for a new use or unlisted conditional use shall be referred to the Planning Commission chairperson for consideration by the Planning Commission. Applications for a new use and unlisted conditional use will be processed in accordance with the procedures listed in subsection 10-3-5:C of this Title to determine if such use should be permitted and added to the current list of approved uses. The Planning Commission shall forward to the City Council a recommendation to accept or reject the request. The Planning Commission shall also forward, with any recommendation for approval of a new use, the necessary ordinance amendments to implement the use.

B. City Council Action: The City Council will approve or disapprove the recommendation. Upon approval, the Process will be started to amend the necessary City ordinances in accordance with the procedures outlined for ordinance amendments and changes. (Ord., 7-23-1996)

Resolution 033-2016

A RESOLUTION APPROVING THE DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR LITTLE BALDY PLACE SUBDIVISION, A 37-LOT RESIDENTIAL SUBDIVISION LOCATED GENERALLY AT 80 NORTH SHERWOOD DRIVE.

WHEREAS UCA § 10-7-717 Purpose of resolutions, states, "Unless otherwise required by law, the governing body may exercise all administrative powers by resolution . . ."

WHEREAS Providence City desires to provide for the health, safety, and welfare, and promote the prosperity, peace and good order, comfort, convenience, and aesthetics of the City and its present and future inhabitants and businesses, to protect the tax base, to secure economy in governmental expenditures, to foster the state's agricultural and other industries, to protect both urban and nonurban development, to protect and ensure access to sunlight for solar energy devices, to provide fundamental fairness in land use regulation, and to protect property values in areas that may be considered sensitive, including but not limited to fire danger, slope, soil content.

WHEREAS Stan Checketts is requesting approval of the attached Development and Public Improvement Installation Agreement for Little Baldy Place Subdivision:

- Providence City Code 11-3-3:C states
    - Development Agreement: The developer shall enter into and sign an agreement with the City, which shall indicate a timetable for completion of the final improvements as listed in the preliminary and final plat. This agreement will be submitted to the City Council for approval.
- The Providence City Planning Commission will consider approval of the Final Plat for the Little Baldy Place Subdivision during their July 13, 2016 meeting.
- The construction drawings are being reviewed for approval by the City Engineer and Public Works Director.
- The attached Development Agreement has been reviewed by the Developer and the Executive Staff.

THEREFORE be it resolved by the Providence City Council:

- The request by Stan Checketts shall be granted and the attached Development and Public Improvement Installation Agreement shall be approved.
- The Mayor and City Recorder are hereby authorized to execute said agreement.
- This resolution shall become effective immediately upon passage.

THEREFORE be it resolved by the Providence City Council:

- The attached
- This resolution shall become effective immediately upon passage.

Passed by vote of the Providence City Council this day of , 2016.

Council Vote:

Allen, Kirk	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Baldwin, Jeff	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Drew, John	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Giles, Dennis	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent
Sneddon, Roy	() Yes	( ) No ( ) Excused	( ) Abstained	( ) Absent

Providence City

_____

Don W Calderwood, Mayor

Attest:

_____

Skarlet Bankhead, Recorder

DRAFT

DEVELOPMENT AND PUBLIC IMPROVEMENT INSTALLATION AGREEMENT FOR LITTLE BALDY PLACE SUBDIVISION

This DEVELOPMENT AGREEMENT (the "Agreement") is entered into this ____day of July, 2016, by and between Stan Checketts Properties, L.C., a Utah limited liability company ("Developer") and the City of Providence ("City"), a Utah municipal corporation. Developer and the City may be collectively referred to herein as "the Parties."

RECITALS

A. WHEREAS, Developer is the owner of certain parcels of real property, located within the City's boundaries, which property the Developer desires to improve and develop (the "Development Property");

B. WHEREAS, City is a Utah municipal corporation that has jurisdiction over the development of the Development Property;

C. WHEREAS, Developer has submitted to the City a final plat for the Development Property and the City's Land Use Authority has approved the final plat for Development in accordance with applicable Subdivision Ordinances of the City (the "Final Plat"). A copy of the fully executed Final Plat is on file at the City Offices;

D. WHEREAS, in conjunction with the Final Plat, Developer has also submitted to the City proposed construction drawings for the improvement of the Development Property, and the City has approved the same (the "Approved Construction Drawings"). A copy of the Approved Construction Drawings is on file at the City Offices;

E. WHEREAS, Developer, pursuant to this Agreement and the conditions imposed by the approved Final Plat, Construction Drawings, and applicable City Ordinances, agrees to construct certain public improvements, including, but not limited to improvements in access, streets, water, sewer, utilities, parks, trails, street lights, and other such improvements (the "Public Improvements").

F. WHEREAS, pursuant to City Ordinances, Developer is required to furnish security of performance to secure the completion of all of the required Public Improvements and a warranty bond to protect against defects in those improvements;

G. WHEREAS, the Parties mutually understand and intend this Agreement to be a "Development Agreement" within the meaning of, and entered into pursuant to, Utah Code Ann. § 10-9a-102(2) (2008).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

SECTION 1. PUBLIC IMPROVEMENTS

Developer agrees to construct all Public Improvements required by City Ordinances and this Agreement, and in conformance with the Final Plat, Construction Plans, Providence City Corporation Department of Public Works Standards and Specifications Manual (the "Standards and Specifications Manual"), and all other applicable City, State and Federal Codes and regulations. The Parties mutually agree and acknowledge that the following Public Improvements required in this Agreement and pursuant to the Final Plat and Approved Construction Drawings are lawful exactions under Utah Code Ann. § 10-9a-508 (2016).

1.1 **Street Improvements**. The Developer agrees to construct the street(s) as identified on the Final Plat and according to the locations, specifications, and designs set forth in the Approved Construction Drawings.

1.2 **Culinary Water Improvements**. Developer agrees to construct and install culinary water improvements in accordance with the Standards and Specifications Manual and according to the locations, specifications, and designs set forth in the Approved Construction Drawings:

1.3 **Fire Protection**. Developer agrees to construct and install fire hydrants and lines in accordance with the requirements and standards set forth by the fire authority having jurisdiction, Standard and Specifications Manual, and according to the locations, specifications, and designs set forth in the Approved Construction Drawings. The Developer also agrees to control weeds, trash, and other debris on site and in accordance with Providence City Code Title 4 Public Health and Safety until such time that Developer no longer holds an ownership interest in the Development Property.

1.4 **Sanitary Sewer Improvements**. Developer agrees to construct and install sanitary sewer improvements in accordance with the Standards and Specifications Manual and according to the locations, specifications, and designs set forth in the Approved Construction Drawings.

1.4.1 **Inspection at Developer's Expense**. Developer acknowledges and agrees that the constructed and installed sanitary sewer improvements must be inspected by the City before any open trench is backfilled. Developer acknowledges that it must contact the City to request and schedule the sever inspection, and that Developer must pay all costs of said inspection.

1.4.2 **Acceptance**. Before the sanitary sewer improvements will be accepted by the City, the Developer, at its own expense, shall cause the sewer improvements to be video imaged throughout the entire line. The video imaging must be labeled and Developer shall furnish an acceptable copy to the City. Developer acknowledges and agrees that the City must accept the test results prior to any unit being connected to the line and before asphalt is installed. The video image results must be acceptable to the City as a condition of the City's acceptance of the sewer improvements as part of the Public Improvements.

1.5 **Water Requirement**. Pursuant to Providence City Ordinance § 8-1-21, the Developer has determined that the amount of water required for this development is 159.73 acre-feet. Developer agrees to meet this water dedication requirement by conveying to the City 159.73 acre-feet of Water Right No. 25-3451 (a32010), which has previously been approved for municipal use in the City. The conveyance shall be made by Warranty Deed in a form that is acceptable to the City's water attorney, and shall be insured by a water right title insurance policy paid by the Developer.

1.6 **Irrigation Waterways, Private Laterals**

1.6.1 **Private Laterals**. Developer acknowledges and agrees that irrigation ditches within the City are private water laterals and the City has no responsibility or liability associated with the location and function of the same. Likewise, Developer acknowledges and agrees that the City has no responsibility or liability for any changes in irrigation waterways or assumed waterways right of way.

1.6.2 **Maintenance and Repair**. Developer acknowledges and agrees that the maintenance and repair of any and all irrigation waterways running through or upon the

Development Property will be the sole responsibility of the irrigation Water Company and/or Developer. Likewise, Developer acknowledges that the City has no responsibility or liability for the proper maintenance and repair of the irrigation waterways and should any waterway fail, for any reason, including but not limited to failures associated with defective design, vandalism, acts of nature, and/or negligent repair or maintenance.

1.6.3 **Existing Waterways**. Developer agrees to locate and protect any and all existing irrigation waterways running through or located upon the Development Property and to work directly with the irrigation Water Company to create a plan to re-route and/or repair the waterways, as necessary to maintain the serviceability and integrity of the waterways.

1.6.4 **Irrigation Water Company Approval.** As a condition of final plat approval, Developer agrees to provide the City with a plan to re-route and/or repair any existing irrigation waterways or laterals located upon the Development Property. Developer shall provide the City with the irrigation Water Company's written approval of the plan.

1.7 **Parks and Trails**. Developer agrees to construct any and all parks and trails according to the locations shown on the Final Plat and the specifications and designs set forth in the Approved Construction Drawings. The current Bonneville Shoreline Trail/deer fence trail remains accessible in its current location with a temporary easement that will be relinquished upon the trail being moved higher up the mountain (east) with the approval of the entities involved. Cost will not be borne by Providence City unless approved by the City Council.

1.8 **Street Lighting**. Developer agrees to install street lights in Development Property in locations determined by the City and as shown on the Approved Construction Drawings. Developer agrees to pay for any and all costs associated with the purchase and installation of the street lights and all related materials. Developer is responsible for all necessary coordination with the power company relative to the installation of the street lights. Developer agrees the underground improvements necessary for street lighting will be completed prior to or concurrently with laying the asphalt.

1.9 **Street Signs**. The Developer agrees to pay for the cost to purchase and the installation of roadway signs as required by the Public Works Director or as required by regulation or local, state, or federal law, including but not limited to all necessary and discretionary signs, such as stop signs, yield signs, pedestrian crossing signs, animal crossing signs, signs indicating steep grades, curves ahead, and all other such signs as may be required, at the City's sole discretion, to ensure for the health, safety, and welfare of the public. The City shall install the signs.

1.10 **Safety Delineators and Barriers.** If, at any time during construction upon the Development Property, the City determines, in its sole and reasonable discretion, that there exists any danger to the health, safety, or welfare of the public, the City shall require, and Developer shall construct and maintain, temporary safety delineators and barriers of a kind and manner acceptable to the City.

1.11 **OffSite Infrastructure Requirements**. The Parties acknowledge and agree that there is a clear, direct and substantial relationship between the impact caused by the improvement of the Development Property and the need for offsite infrastructure improvements. The Parties agree that the offsite improvements provided for in this Agreement are roughly equivalent, both in nature and extent, to the impact of the Development.

SECTION 2. CONSTRUCTION PERIOD

2.1 **Two Year Construction Period for Completion of Public Improvements**. Pursuant to Providence City Code § 11-5-3, construction of the Public Improvements must be completed within two years of the date the Approved Construction Drawings were signed by the City Engineer. Developer agrees to complete all required Public Improvements to the furthermost structure no later than the ____day of July, 2018.

2.2 **Pre Construction Meeting**. Developer agrees to schedule and attend a "Pre-Construction Meeting" with the general contractor, all subcontractors that the general contractor intends to hire, and City Staff prior to beginning any construction on the Development Property, including grading and trenching. Developer agrees to notify the general contractor of the time and location of the Pre-Construction Meeting, and thereafter ensure that the general contractor and all sub-contractors are aware of their required attendance at the Pre-Construction Meeting. No construction of any kind shall commence on the Development Property until after the Pre-Construction Meeting.

2.3 **Storm Water Control/Best Management Practices**.

2.3.1 **Storm Water System**. Developer will comply with all storm water requirements in Title 7, Chapter 8 of the Providence City Code and shall install a storm water system in accordance with the Providence City Corporation Department of Public Works Standards and Specifications Manual and as shown on the Approved Construction Drawings.

2.3.2 **Best Management Practices.** Developer agrees to comply with all relevant best management practices identified in the Storm Water Pollution Prevention Plan. Developer agrees to plant or construct vegetation, or revegetation, of park strips, and to maintain such vegetation until such time as the ownership of the park strip is conveyed to an owner other than Developer.

2.3.3 **Maintenance of Infrastructure.** Developer agrees to perform routine maintenance of infrastructure as required by the City's Public Work's Director while the development is under construction and until the development is accepted by the City. Such maintenance may include, but is not limited to snow removal, cleaning of gutters and drop boxes, maintaining water facilities, and filling, maintaining, and vegetating park strips.

2.4 **Sale of Lots/Building Permits.** The Developer may sell residential building lots on the Development Property, as such building lots have been identified and platted on the Final Plat and improved in accordance with the Approved Construction Drawings. The City may issue building permits in accordance with Providence City Ordinance § 11-5-2 and Utah State Code § 10-9a-802, except that no building permits shall be issued by the City to any lot owner without a conditional use permit, as set forth in Section 9 herein below and applicable City ordinance.

2.5 **As Built Construction Plans**. Developer agrees to provide the City with accurate as built drawings as required by Providence City Code § 11-5-3(B).

SECTION 3. INSPECTION, ACCEPTANCE AND WARRANTY PERIOD FOR PUBLIC IMPROVEMENTS.

3.1 **Inspection**. Pursuant to Providence City Code § 11-5-3, Developer agrees to request an inspection of all Public Improvements by the City at the completion of construction, or prior to the end of the two year construction period identified herein at Section 2.1.

3.2 **Acceptance**. The Parties acknowledge and agree that the Development will not be accepted by

the City until the City Engineer has provided the Parties with a signed statement that the Public Improvements have been completed. Developer agrees to request this statement from the City Engineer upon completion of the Development.

3.3 **Warranty Period**. Pursuant to Providence City Code § 11-5-5, Developer agrees to provide the City with a one (1) year written guarantee for all Public Improvements wherein Developer agrees to repair or replace any and all Public Improvements that are determined by the City to be defective within the one (1) year warranty period.

3.3.1 **Contents of Guarantee**. Developer warrants that the Public Improvements will remain in good condition, and free from all defects in performance, materials, and workmanship during the Warranty Period, except where such damage or defects are caused by verified acts of misuse, vandalism, or negligent acts of parties other than those associated in any way with the design, construction, and/or materials used as part of the construction, including but not limited to Developer, subcontractors, engineers, consultants etc.

3.3.2 **Warranty Period**. The Warranty Period shall commence upon the date of written acceptance of the Public Improvements by the City and shall expire one (1) year thereafter.

SECTION 4. SECURITY OF PERFORMANCE

4.1 **Public Improvement Completion Security.** Pursuant to Providence City code § 11-5-7 and in order to assure the City that all Public Improvements are constructed in conformance with all relevant City ordinances regulations and standards, Developer agrees to provide security of performance. In the event that Developer fails to fulfill its obligations under the Agreement, Final Plat, Approved Construction Drawings, or relevant City, State or Federal Codes, the City, in its sole discretion, has the right to construct or cause to be constructed any and all incomplete Public Improvements.

4.1.1 **Amount Required.** Developer agrees to provide security of performance in a form that is acceptable to the City and in the amount of $2,752,800.00, which amount is 110% of the reasonable value of the Public Improvements as determined by the City Engineer.

4.2 **Foreclosure on Security**. In the event Developer fails to pay the City within sixty (60) days of receipt of the City's written demand for payment, the City may foreclose on the Public Improvement Completion Security; provided, however, the City may foreclose or otherwise take any necessary steps prior to the end of this sixty (60) day period to protect the City's claims in the security from lapsing or expiring.

4.2.1 **Costs/Indemnification.** Developer shall be liable to the City for any and all costs incurred by the City associated with the construction of any and all incomplete Public Improvements, including, but not limited to engineering, legal costs, attorney's fees, and other associated contingent costs, together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred by the City arising from incomplete Public Improvements.

SECTION 5. WARRANTY BOND

5.1 **Warranty Bond.** Pursuant to Providence City Code § 11-5-7(A), Developer agrees to tender to, and name the City as beneficiary to, a three year Warranty Bond.

5.1.1 **Amount Required.** Developer agrees to tender to the City a Warranty Bond in the amount of $250,250.00, which amount is not less than 10% of the estimated cost of the construction of the Public Improvements.

5.2 **Public Improvement Repair Notice**. In the event that the City discovers any defects in any of the Public Improvements during either the construction period or during the Warranty Period the City shall provide Developer with written notice of such defects.

5.2.1 **Form of Notice and Time to Repair/Replace**. The notice furnished by the City shall be in substantially the same form as the form attached hereto as **Exhibit "A".** Developer hereby agrees to repair or replace the defective Public Improvement(s) within ninety (90) days of receipt of Public Improvement Repair Notice.

5.3 **Foreclosure on Warranty Bond**. If Developer fails to repair or replace the defective Public Improvement to the satisfaction of the City and within the ninety (90) day time frame identified in § 3.3.1, the City may cause the defective Public Improvement(s) to be repaired or replaced and foreclose on the Warranty Bond. The City may, in its discretion, use the Warranty Bond funds for purposes of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for funds spent by the City for the repair or replacement of the defective Public Improvement(s).

5.3.1 **Costs/Indemnification.** Developer is responsible and liable for any and all costs incurred by the City associated with constructing and/or repairing any and all defective or incomplete public improvements, including, but not limited to engineering, legal and contingent costs together with any damages which the City may sustain on account of Developer's failure to fulfill its obligations. The Developer agrees to indemnify the City for any and all damages incurred by the City associated with or arising from any and all incomplete Public Improvements.

5.3.2 **Deficiency**. Developer agrees to pay the City for any and all costs associated with the repair or replacement of defective Public Improvement(s) that are not paid for from the Warranty Bond. City must utilize all available Warranty Bond funds in paying for the cost of repair or replacement of defective Public Improvement(s) before seeking any deficiency amounts from Developer.

5.4 **Public Safety**. The parties agree that the City may impose a time frame less than ninety (90) days upon Developer to repair or replace defective Public Improvements that the City reasonably determines poses a threat to public safety, health, or welfare.

5.4.1 **Notice**. The City shall notify Developer, by whatever means are reasonable under the circumstances, of the time frame in which repair or replacement of the defective Public Improvement(s) must be completed. In emergency situations that pose an immediate threat to public safety, the City may, without notice to Developer, immediately repair or replace any defective Public Improvement causing the emergency situation. The City shall notify the Developer as soon as reasonably possible under the circumstances about the emergency condition.

5.4.2 **Developer's Obligation Upon Receipt of Notice**. Within 48 hours of receipt of the City's notice of the shorter time frame referenced in Section 5.4.1 above, Developer shall provide the City with either reasonable assurances that the defective Public Improvement(s) will be repaired or replaced within that time frame or authorize the City to repair or replace the Defective Public Improvements. If the Developer fails to provide

reasonable assurances or authorize the City to repair or replace the defective Public Improvement(s) within 48 hours of receipt of the City's notice, the City may elect to repair or replace the defective Public Improvement(s) and foreclose on the Warranty Bond for purpose of paying for the repair or replacement of the defective Public Improvement(s) or reimbursing the City for the same.

SECTION 6. APPLICATION UNDER FUTURE LAWS

Without waiving any rights granted under this Agreement, Developer may at any time choose to submit a development application for some or all of the Development Property under the City's future laws in effect at the time of that application. Any Development application submitted under the City's future laws shall be governed by all portions of the City's future laws related to the development application.

SECTION 7. EXPIRATION OF FINAL PLAT DEVELOPMENTAL RIGHTS

Pursuant to Providence City Ordinance § 11-3-3, an approved Final Plat will be void if it is not recorded within one (1) year of approval of this Agreement by the City Council. Developer agrees and acknowledges that any vested right to proceed with the development of the Development Property will terminate upon the expiration of the Final Plat.

SECTION 8. BUILDING PERMITS

8.1 **Hazard Overlay Zones.** Pursuant to City Code § 10-5-1, *et seq.*, the Development Property is located wholly or partially within an area designated on the City Zoning Map as being part of a sensitive or hazardous lands overlay zone. Presently, the Development Property is identified as being within the Hazard Slope Zone (§ 10-5-4), the Hazard Earthquake Primary Fault Zone (§ 10-5-6), and the Hazard Wildfire Zone (§ 10-5-7), as show on defined or applicable City, Cache County, or State of Utah maps.

8.2 **Conditional Use Permits.** As a condition of Final Plat approval, and by and through this Agreement, Developer acknowledges that the Development Property is within one or more Overlay Zones. Pursuant to City Code § 10-5-1, any residential building lot owner seeking a building permit must first obtain a conditional use permit under the provisions of City Code § 10-3-5.

8.3 **Hazard Slope Zone.** Any residential building lot owner seeking a building permit in the Hazard Slope Zone shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of City Code § 10-5-4, and any other applicable City, state, or federal law or regulation.

8.4 **Hazard Earthquake Primary Fault Zone.** Any residential building lot owner seeking a building permit in the Hazard Earthquake Primary Fault Zone shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of City Code § 10-5-6, and any other applicable City, state, or federal law or regulation.

8.5 **Hazard Wildfire Zones**. Any residential building lot owner seeking a building permit in the Hazard Wildfire Zone, as shown on any defined and applicable City, Cache County, or State of Utah maps, shall apply for a conditional use permit and provide sufficient evidence that the lot and proposed building plans comply with the requirements of the applicable City, state, or federal law or regulation.

8.6 **Notice of Hazzard Overlay Zones.** Developer acknowledges that pursuant to City Code § 10-5-

10, the City may cause to be recorded at the Office of the Cache County Recorder a notice that one or more of the residential building lots created by the Final Plat are located within a Sensitive or Hazard Overlay Zone. The notice may state that the lot is subject to the provisions of City Ordinances related to sensitive or hazardous lands, including notice that a building permit will not be issued without the lot owner first obtaining a conditional use permit.

SECTION 9. MISCELLANENOUS

The following provisions are an integral part of this Agreement:

9.1 **Entire Agreement/Amendment**. With respect to the subject matter of this Agreement, this Agreement and other documents and instruments identified or contemplated by this Agreement constitute the entire agreement between the Parties, and may not be altered, modified, or amended except as identified herein. All prior and contemporaneous conversations, oral or written, agreements, arrangements, and understandings between the Parties respecting the subject matter of this Agreement are hereby superseded and rescinded.

9.2 **Term of Agreement**. The term of this Agreement shall be until 20 year term. If as of that date Developer is not in default, or if any such default is not being cured, then this Agreement shall be automatically extended until 30 year from date of agreement signed. This Agreement shall terminate automatically at build out, meaning the completion of all construction of all improvements pursuant to the Final Plat, Approved Construction Drawings, and this Agreement. The Parties acknowledge and agree that the term of this Agreement does not alter or impact in any way the time restraints and deadlines prescribed in City Ordinances or Utah State Code, and Developer acknowledges that time restraints and deadlines prescribed in City Ordinances or Utah State Code will supersede the term of this Agreement.

9.3 **Binding Effect**. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

9.4 **Counterparts.** This Agreement may be executed in counterparts, and the delivery of an executed signature page via facsimile shall have the same force and effect as the delivery of an executed original.

9.5 **Captions**. The headings contained in this Agreement are for reference purposes only and shall not limit, expand or otherwise affect the construction of this Agreement.

9.6 **Severability**. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect the enforceability of the remaining provisions of this Agreement.

9.7 **Governing Law and Venue**. The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of Utah. Any legal action involving a dispute concerning the interpretation or enforcement of this Agreement shall be brought only in the First Judicial District Court, County of Cache, State of Utah.

9.8 **Recitals and Exhibits**. All factual recitals set forth herein and referenced or attached exhibits shall be considered a part of this Agreement.

9.9 **No Third Party Rights/No Joint Venture**. This Agreement does not create a joint venture relationship, partnership or agency relationship between the City and Developer. Further, the Parties do not intend this Agreement create any third-party beneficiary rights. The Parties

acknowledge that the City has no interest in, responsibility for or duty to any third parties concerning the Public Improvements unless the City has accepted the dedication of such Public Improvements.

9.10 **Attorney Review.** Each Party acknowledges that it has had this Agreement reviewed by its attorney or has, in the alternative, specifically elected not to do so.

9.11 **No Waiver**. Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of that party to exercise at some future date any such right or other right it may have.

SIGNATURES TO FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first herein written above.

City of Providence

By: _____
Don W. Calderwood, Mayor

Attest:

_____
Skarlet Bankhead, Recorder

STATE OF UTAH)
:
County of Cache)

On the _____ of _____, 2014, personally appeared before me, Don W. Calderwood, and Skarlet Bankhead, who did say that they are the Mayor and City Recorder respectively of Providence, Utah, a Utah municipal corporation, and that the said instrument was signed in behalf of said corporation by authority of a resolution of the City Council and the aforesaid officers acknowledged to me that said corporation executed the same.

_____
Notary Public

[DEVELOPER}

_____
By: _____
Its: _____

STATE OF UTAH)
:
County of _____)

On this _____ day of _____, 2016 personally appeared before me,
_____,
_____ who is personally known to me
_____ whose identity I proved of the basis of _____
_____ whose identity I proved on the oath/affirmation of _____,
and who by me duly sworn/affirmed, did say that he/she is the _____ of
_____, and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors, and said
_____ acknowledged to me that said Corporation executed the same.

_____
Notary Public
Commission Expires: _____

EXHIBIT A
Form of Public Improvement Repair Notice

[City of Providence Letterhead]

PUBLIC IMPROVEMENT REPAIR NOTICE
_____ Subdivision

[Date]

Re: Notice to Replace or Repair Defective Public Improvements

Dear _____:

This is to notify you that pursuant to an inspection by the City of Providence of the Public Improvements installed by you in accordance with that certain PUBLIC IMPROVEMENT INSTALLATION AND DEVELOPMENT AGREEMENT (the "Public Improvement Agreement") dated _____, 20__, the City of Providence has determined that certain Public Improvements installed by you are defective and require either repair or replacement. The defective Public Improvements are as follows:

[Set forth in detail the nature and extent of the defective Public Improvements]

You are hereby put on notice that unless you either repair or replace the defective Public Improvements as required by this Public Improvement Repair Notice within ninety (90) days *[or state a shorter time frame if the nature of the defective public improvements poses a health and/or safety hazard if not repaired before the 90 day period]* after your receipt of this Public Improvement Repair Notice, weather permitting, the City shall cause the Public Improvements to be repaired or replaced as set forth herein and shall draw upon the Developer Warranty Bond Funds deposited in accordance with the terms and conditions of the Public Improvement Agreement to reimburse the City for the cost of the repairs or replacement of said Public Improvements.

Sincerely Yours,
Providence City,

By:

Print Name

CHAPTER 1

PLANNING COMMISSION[1]

(OM 012-2003 11/25/03)(OM 007-2004 02/10/04)(Ordinance No. 004-2007, 1/23/2007)
(Ordinance No. 010-2011 11/08/2011)

SECTION:

2-1-1: Planning Commission Created - Chair - Rules
2-1-2: Planning Commission Duties
2-1-3: Planning Commission Staff - Organization
2-1-4: Planning Commission Procedures
2-1-5: Staff Action on Planning Commission Matters

2-1-1: PLANNING COMMISSION CREATED - CHAIR - RULES:

A. A Providence City Planning Commission is hereby created. Said Commission shall consist of five (5) members, each of whom shall be a resident of Providence City and each of whom shall be appointed by the City Council.

B. The terms of office for all members of the Planning Commission shall be three (3) years and until their successors are appointed and qualified except where appointment to a shorter term is necessary to provide for staggered terms among commission members. Members may be removed with or without cause by a majority vote of the City Council. On recommendation of the Mayor and by majority vote of the Council, standing members may be appointed to serve an additional term; however, no member may serve more than two consecutive terms. (Ordinance No. 010-2011 11/08/2011)

C. The City Council may appoint one (1) or two (2) alternate members of the Planning Commission, who shall serve in the absence of a member or members of the Planning Commission under rules established by the Planning Commission. Alternate members shall serve subject to subsection A and B of this section.

D. Members shall be selected without respect to political affiliation and shall serve without compensation except for payment of reasonable expenses.

E. The Planning Commission shall:
1. Elect from its membership a chair who shall serve a one (1) year term;
2. Pursuant to Title 2-1-4, Providence City Code, adopt reasonable policies and rules for the transaction of business; and
3. Keep a public record of its proceedings.

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[1] U.C.A. 10-9-201 et seq.

F. When a regularly scheduled and noticed meeting of the Planning Commission does not occur because a quorum of the Commission is not present, all action items scheduled to be heard on that date shall be continued to the next regularly scheduled meeting of the Commission. Items originally scheduled to be heard at the meeting shall be automatically continued to the next regularly scheduled meeting the following month.

G. The Planning Commission will allow members to attend a regularly scheduled hearing/meeting or a special hearing/meeting by teleconference pursuant to the procedures outlined in the Planning Commission bylaws (Ordinance No. 012-2006, 10/24/2006)

2-1-2: PLANNING COMMISSION DUTIES:

A. Except when otherwise expressly provided, the Planning Commission shall do the following:

1. Perform all functions and duties permitted or required of a Planning Commission by Chapter 9a Section 302 of Title 10 of the Utah Code, as amended.

(Ordinance No. 004-2007, 01/23/2007)

2-1-3: PLANNING COMMISSION STAFF - ORGANIZATION:

A. The Planning Commission shall have the following staff:

1. Administrative Director. The Administrative Director to the Planning Commission shall be the City Administrator or her/his designee.
   a. Duties of Administrative Director. The Administrative Director shall be responsible for providing staff services to the Planning Commission as provided in Titles 2, 10 and 11 of the Providence City Code within the provision of budget authority appropriated by the Providence City Council.
2. Secretary. The Secretary to the Planning Commission shall be assigned by the Administrative Director from the City staff.
   a. Duties of Secretary. Subject to the direction of the Administrative Director of the Planning Commission, the Secretary shall in general attend to all correspondence of the Commission; attend all hearings/meetings of the Commission (except when excused by the Administrative Director with temporary services arranged); and generally perform or supervise all clerical work of the Commission.
   b. Under the direction of the City Recorder, send out or cause to be published all notices required; compile all required records; maintain the necessary schedules, minutes, files and indexes.

(Ordinance No. 016-2006 11/14/2006)

2-1-4: PLANNING COMMISSION PROCEDURES.

A. Subject to applicable state law and the provisions of this Title, the Planning Commission may establish reasonable bylaws related to organization and procedure with respect to matters within its jurisdiction. Such bylaws shall be approved by the City Council before taking effect. (Ordinance No. 004-2007, 01/23/2007)

CHAPTER 9

OFF HIGHWAY VEHICLES

5-9-1: Purpose
5-9-2: Definitions
5-9-3: Operation on City Streets
5-9-4: Equipment
5-9-5: Punishment and Fines

5-9-1: PURPOSE. This chapter is intended to regulate the operation of Off Highway Vehicles (OHVs) on the streets of Providence.

5-9-2: DEFINITIONS.

Adult Supervision:	Direct visual supervision by a licensed driver who is at least 18 years of age.
Golf Cart:	A (3) or (4) wheeled-vehicle with a seating capacity of (2) to (4) persons, originally designed and produced for operation on golf courses.
Implement of husbandry:	Every vehicle designed or adapted and used exclusively for an agricultural operation and only incidentally operated or moved upon the highways.
Off Highway Vehicle or OHV:	Any snowmobile, all-terrain vehicle (ATV) or off-road motorcycle as defined by Utah Code 41-22-2. NOTE: This term DOES NOT include any vehicle designed to carry a disabled person, any vehicle not specifically designed for recreational use, any vehicle licensed by the state of Utah for on-highway use, or farm machinery including OHVs registered as an implement of husbandry when operated in accordance with Utah Code 41-22-5.5.
Operate:	To control the movement of or otherwise use an off highway vehicle.
Operator:	The person who is in actual physical control of an off highway vehicle.

Owner:	A person, other than a person with a security interest, having a property interest or title to an off highway vehicle and entitled to the use and possession of that vehicle.
Street:	A public right-of-way, including a highway, avenue, boulevard, parkway, road, lane
Utah OHV Education Certificate:	An OHV operator's license issued by the State of Utah to OHV operators age 8 and older that have successfully completed a prescribed course of instruction on OHV use. Note: There are different certificates for each type of OHV (motorcycle, ATV, snowmobile, etc).

5-9-3: OPERATION OF OHVS ON PROVIDENCE CITY STREETS:

A. Any person operating an OHV or golf cart on the streets of Providence City is subject to the provisions of all applicable traffic ordinances, except where superseded by this ordinance.

B. Any person operating an OHV or golf cart on the Providence City streets must meet one of the following licensure requirements:

1. Operators age 16 and older must have in their possession a valid state driver's license/learner's permit **OR** Utah OHV Education Certificate for the OHV type they are operating.

2. Operators under the age of 16 must have in their possession a Utah OHV Education Certificate for the OHV type they are operating **AND** be accompanied by an adult. This section pursuant to Utah Code 41-22-30. Operators age 15 may substitute a valid Utah Driver Learner's Permit for the adult supervision requirement.

3. Golf carts may be operated with a valid state driver's license **OR** learner's permit.

4. Operators whose OHV is registered as an implement of husbandry are exempt from these licensure requirements, provided said operation is in accordance with Utah Code 41-22-5.5.

C. This ordinance designates all Providence City Streets as OHV routes per Utah Code 41-22-10.5.1 with the following exceptions:

1. State Road 165
2. County Road 238 (200 West, 100 North from 100 West to 200 West, 100 West north of 100 North)
3. 100 North west of 200 West

NOTE: Crossing exception streets is permitted pursuant to Utah Code 41-22-10.3.1.

D. An OHV shall not be operated on Providence City streets in excess of the posted speed limit.

E. Operating an OHV on cultivated, landscaped, or otherwise developed property is prohibited unless allowed by the property owner.

F. OHV use within the boundaries of Providence City parks is restricted to the parking lots.

G. Operating an OHV on a sidewalk is prohibited.

H. No person under the age of (18) shall operate or ride as a passenger on an OHV within Providence City without wearing protective headgear pursuant to Utah Code 41.22.10.8.

I. Where an OHV is not equipped with a headlight and taillight, a safety flag defined by the Utah Code 41-22-10.7.d may be substituted in the place of headlights and taillights.

J. Operating an OHV between one half-hour after sunset to one half-hour before sunrise without a headlight and taillight functioning is not permitted. Proper signaling must be used when stopping or turning.

K. Snowmobiles may only be operated on Providence City Streets when sufficient snow or ice is present to preclude damage to roadways and shoulders by the snowmobile's steering and propulsion systems.

5-9-4: OHV EQUIPMENT. An OHV operated on Providence City Streets must be equipped with:

(a) Brakes adequate to control the movement of and to stop and hold the vehicle under normal operating conditions.

(b) Headlights and taillights or a safety flag per section 2(g).

(c) An unmodified noise suppression device and United States Forest Service approved spark arrestor. Spark arrestors are not applicable for

snowmobiles. This subsection is not applicable to vehicles relying solely on electricity for propulsion.

5-9-5: LICENSING AND INSURANCE. At all times a registration card and proof of liability insurance shall be kept with the OHV and shall be available for inspection by a law enforcement officer.

5-9-6: PUNISHMENT AND FINES. Any person who violates any provision of this ordinance, upon conviction, is guilty of a Class C Misdemeanor. The fine for any violation of this ordinance is $75. Punishments related to this ordinance may not take precedence over punishments and fines charged for violating other Providence City, county, state or federal ordinances, but may be assessed in addition to the fines levied for violating this ordinance.

Information for accessory building discussion.

Definition from Providence City Code (PCC) 10-1-4

ACCESSORY BUILDING:	A subordinate building, detached, and used for a purpose customarily incidental to the main structure on a lot, such as a private garage, offices, storage or repair facilities, etc. An accessory building may be constructed simultaneously with, but not prior to the main building.

Zoning from PCC 10-8-1

	AGR	SFE	SFL	SFT	SFR	SFM	SFH	SMH
Min. lot area, square feet	5 ac	1 ac	20,500	12,000	10,000	8,000	6,000	5,000
Min. lot width (measured at setback line)	150	120	100	95	80	70	60	50
Min. lot area increase ea. add'l unit, square feet	5 ac	1 ac	No add'l units	No add'l units	2,000	4,000		
Max. unites / ac excluding ROW, infrastructure^	0.2	1	2.13	3.75	4.5	5.5	5.5	8.5
Max. lot area per ea. twin home, square feet^^					6,000	6,000		
Min. lot width, each unit (measured at setback line)					47.5'	47.5'		
Setbacks								
Principal uses								
Front yard, ft.	25	^^^	^^^	^^^	^^^	25	20	20
Side yard, interior	25	20	10	10	10*	10	5###	5###
Side yard, Street (OM 33-2004)	25	20	20	20	20	20	15	15
Rear yard	25	^^^	^^^	^^^	^^^	20	20	10
Detached Accessory Uses								
Front yard, ft.	25	30	30	30	30	25	25	20
Side yard, interior	10	5	5	5	5	5	5	5
Side yard, street	20	20	20	20	20	20	20	20
Rear yard	10	5	5	5	5	5	5	5
Distance between residential structures on same lot	20	10		10				
Height								
Principal Use, Max. hgt. ft.	35	35	35	35	35	35	35	35
Accessory Use, ft. max.	35	35	35	35	35	35	35	35
Principal Use, ft. min.	10	10	10	10	10	10	10	10
Fences – non-game (max. height)								
Front yard, ft.	4	4	4	4	4	4	4	4
Side yard, interior	8	6	6	6	6	6	6	8
Side yard, street	6^^^^	6^^^^	6^^^^	6^^^^	6^^^^	6^^^^	6^^^^	6^^^^
Rear yard	8	6	6	6	6	6	6	8
Fences – game								
Front yard, ft.	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed	Not allowed
Side yard, interior	8	8	8	8	8	8	8	8
Side yard, street	8^^^^	8^^^^	8^^^^	8^^^^	8^^^^	8^^^^	8^^^^	8^^^^
Rear yard	8	8	8	8	8	8	8	8

EDGEHILL DR
BRINGHURST DR
SPRING CREEK RD
E 525 S
S 480 E
CIRCLE PL
CANYON RD
S 275 E
S 300 E
S 530 E
S 600 E
ASPEN RIDGE LN
E 233 S
SUNSET LN
BESSIE LN
786 S 400 E 1.52 ac
E 800 S
S 450 E
S 500 E
S 530 E
S 560 E
S 225 E
E 875 S
FOOTHILL DR
GRANDVIEW DR
E 1000 S
S 600 E
S 470 E
S 540 E
E 1080 S
S 400 E
FORGOTTEN LN
S 800 E